

**NOTICE INVITING SEALED BIDS**

**FOR**

**RUNWAY 12 AND TAXIWAY “A” EXTENSION  
PHASE 2**

**A.I.P. 3-06-0237-28**

**AND**

**A.I.P. 3-06-0237-31**

**AT**

**SANTA MARIA PUBLIC AIRPORT**

**SANTA MARIA, CALIFORNIA**

Sealed bids for construction of **RUNWAY 12 AND TAXIWAY “A” EXTENSION A.I.P. 3-06-0237-28 AND A.I.P. 3-06-0237-31** at **SANTA MARIA PUBLIC AIRPORT, SANTA MARIA, CALIFORNIA** will be received in the office of the General Manager, Santa Maria Public Airport District ("District"), 3217 Terminal Drive, Santa Maria, California until **2:00 p.m., local time on Tuesday, July 19, 2011.**

Said bids will be opened and publicly read at that time, and considered thereafter by the Board of Directors of the Santa Maria Public Airport District for award at a succeeding meeting. Bids shall be made on the blank forms furnished by the District entitled "Bid Proposal" and "Subcontractor Schedule". Bids shall be enclosed and sealed in an envelope and addressed to Santa Maria Public Airport District, Attn: Chris Hastert General Manager, Santa Maria Public Airport, 3217 Terminal Drive, Santa Maria, California 93455 and shall be endorsed "**Bids for RUNWAY 12 AND TAXIWAY “A” EXTENSION A.I.P. 3-06-0237-28 AND A.I.P. 3-06-0237-31**". The Board of Directors of the District reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid which it may deem necessary in the best interest of the District.

**Scope of Work:**

This project consists generally of the following items of work:

**RUNWAY 12 AND TAXIWAY “A” EXTENSION A.I.P. 3-06-0237-28 AND A.I.P. 3-06-0237-31  
BASE BID**

Base bid for Runway 12 and Taxiway “A” Extension Project includes but not limited to the following major items of work:

**Phase 2**

- Construction of Runway 12 Extension earthwork and grading
- Construction of Runway 12 Extension using base and Asphalt Concrete (AC) Pavements
- Construction of Taxiway A Extension Tie-in to runway and Hold Bay earthwork and grading
- Construction of Taxiway A Extension Tie-in to runway and Hold Bay using base and Asphalt Concrete (AC) Pavements
- Cold milling of existing AC pavement

- Removal of existing AC and PCC pavements
- Demolition and removal of abandoned NAVAID facilities
- Construction of new paved and gravel access roads to NAVAID facilities
- Construction of subsurface drainage system
- Construction of new and modified drainage facilities
- Modification to existing utility manholes
- Hydro-seeding of graded areas
- Biological monitoring
- Storm Water Pollution Prevention control and monitoring
- Pavement grooving of runway extension
- Removal of existing pavement markings
- Restriping of existing Runway 12-30
- Pavement marking and striping of new runway and taxiway extension pavements
- Installation of retro reflective pavement markers
- Construction of electrical conduits, duct banks and pull boxes
- Construction of runway edge lights
- Construction of new and modified taxiway edge lights
- Lighted sign modifications to existing runway and taxiways
- Installation of new runway and taxiway lighted signs
- Installation of electrical cables
- Installation of regulator and Miscellaneous electrical work in the Airfield Lighting Vault
- Installation of electrical service
- Installation of Airfield Lighting Control and Monitoring System (ALCMS)

**MANDATORY JOB WALK - A mandatory job walk will be conducted on Tuesday, July 5, 2011.** Contractors should meet at the District Office at **10:00 A.M.** Failure by any contractor to attend the mandatory job walk will invalidate any bid submitted.

Prevailing Rates of Wages. The minimum wages to be paid for labor shall not be less than the general prevailing per diem wage and rates for overtime and general holidays as determined by the Director of the Department of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, which wage rates are available for inspection at the District office. This is a Federal project and compliance with the Secretary of Labor wages is also required. In the event of conflict, whichever schedule requires the higher wage rate is required to be complied with.

Proposal Guarantee. Each bid shall be accompanied by a certified check, cashier's check, or surety bid bond made payable to the District, in an amount equal to at least 10% of the amount of the total bid, and no bid shall be considered unless said check or bid bond is enclosed therewith said amount to be forfeited to the District, should the bidder to whom the contract is awarded fail to enter into the contract in accordance with his bid proposal and submit the required bonds in an amount equal to the full amount of the bid price, as referred to in paragraph below titled "Contract and Payment Bonds", within 10 days after being mailed notice of such award and contract for execution.

Contract and Payment Bonds. The Contractor shall deposit with the District a surety bond guaranteeing faithful performance of the contract, and a surety bond guaranteeing payment for all labor, materials, rentals, etc. Each bond shall be in an amount equal to 100% of the amount of the contract, shall be on forms prescribed by the District, and shall be executed by a corporate surety licensed to do business in California.

Eligibility of Bidders. No bid will be accepted from a bidder who does not hold a valid Contractor's License issued by the State of California, and his license number must appear on the proposal.

Competency of Bidders. Each bidder shall furnish the District with satisfactory evidence of his competency to perform the work contemplated. The District reserves the right to reject a bid if the bidder has not submitted a statement of his qualifications prior to the date of the opening of the bids.

**Bidders must submit their qualifications prior to the time of the opening of the bids. The bidders will be required to furnish a statement covering experience on similar work, and a list of machinery, plant and other equipment available for proposed work. The District reserves the right to make such investigation of information submitted as is deemed necessary, before a rating is given, and to disqualify any contractor from bidding if deemed in the best interest of the District.**

**The bidder shall also submit a statement relating to his experience in performing construction work similar to that for which he is offering a proposal. He shall also file with the District a statement relating to the amount and condition of his equipment as often as may be required by the District. All bidders shall submit with their bid proposals the aforementioned statements of experience and equipment. Failure to comply with the foregoing instructions will be sufficient reason to reject the bid.**

Quantities. Quantities given in the Bid Schedule of the proposal are approximate only, and are given solely for the basis of comparison of bids. The contractor will be paid for actual work accomplished, including materials and equipment actually installed and accepted, at the unit price bid in the appropriate items of the Bid Schedule.

Contract Time. The contract award, if made, will be made within ninety (90) days after opening of bids. No bidder may withdraw his bid within said period. The work shall commence within 10 days after receiving a written notice to proceed and shall be prosecuted diligently so as to have the work completed within **180 Calendar days** after receipt of notice to proceed. The notice to proceed will be issued within 10 days after the contractor awarded the contract has properly signed the contract documents and furnished the required bonds and insurance policies and certificates.

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty but as liquidated damages, the sum of **\$1,200.00** for each calendar day subsequent to the time specified and until the work is completed and accepted up to and including thirty (30) calendar days past the date established for completion. Contractor shall pay to District the sum of **\$ 2,000.00** per calendar day as liquidated damages for each calendar day that Project shall remain incomplete past thirty (30) days after the date established for completion. In addition, the Contractor shall pay the District the sum of **\$2,000 per hour** or portion thereof each time that the runway is not opened for operations at the listed time, as liquidated damages (but not as penalty).

Contract Documents. Complete, hard-copy, contract documents (plans and specifications) are available at Local Copies, 1500 S. Broadway, Santa Maria, CA, 93454, 805-928-5776, for a non-refundable cost of \$210.00. Hard copies of the Notice Inviting Bids, and the Bid Proposal forms, along with a CD of the entire set of plans and specifications, are available at the Santa Maria Public Airport District, 3217 Terminal Drive, Santa Maria, CA, 93455, 805-922-1726, for a non-refundable cost of \$25.00. Plans and specifications are on file at local contractor plan rooms. Review the Santa Maria Airport web site for DAILY UPDATES regarding addendums, plan holders list, etc.

## FEDERAL CONTRACT REQUIREMENTS

The work in the contract is included in **Federal Airport Improvement Program No. 3-06-0237-28 and No. 3-06-0237-31** which is being undertaken and accomplished by the District. Attention of bidders is directed to the proposed form of contract and all documents and provisions therein described as "Contract Documents". No contract is binding upon the District until it has been executed by the District and delivered to the Contractor. The bidder must supply all the information required by the bidding documents or specifications.

### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED).

The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in Appendix 5 of the Specifications of the Contract.

The goals and time tables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area is set forth in Appendix 5 of the Specifications.

This project is subject to the requirements of 49CFR Part 26 Disadvantaged Business Enterprise Participation. The owner has established a contract goal of .81 percent participation for small business concerns owned and controlled by qualified disadvantaged business enterprises (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26 to meet the established goal.

Award of contract is also subject to the following Federal provisions:

Executive Order 11246 and DOL Regulation 41 CFR Part 60 - Affirmative Action to Ensure Equal Employment Opportunity.

DOL Regulation 26 CFR Part 5 - Davis Bacon Act

DOT Regulation 49 CFR Part 29 - Governmentwide Debarment and Suspension and Governmentwide Requirements for Drug-free Workplace.

DOT Regulation 49 CFR Part 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (Foreign Trade Restrictions).

Title 49 United States Code, CHAPTER 501 - Buy America Preferences.

#### Appendix 1

The following statements are required conditions of this Contract.

1. The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.
2. All labor on the project shall be paid no less than the minimum wage rates established by the U.S. Secretary of Labor.

3. Each bidder must supply all the information required by the bid documents and specifications.
4. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents and are available for inspection at the Santa Maria Public Airport District Office, 3217 Skyway Drive, Santa Maria, CA 93455.
5. Each bidder must complete, sign, and furnish, prior to award of the contract, the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Nonsegregated Facilities", and the "Assurance of Minority Business Enterprise Participation" as contained in the Bid Proposal.
6. A contractor having 50 or more employees and his subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
7. To be eligible for award, each bidder must comply with the affirmative action requirements which are contained in the specifications.
8. Disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.
9. All solicitations, contracts, and subcontracts resulting from projects funded under the AIP must contain the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
10. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

The Contractor or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on this project that is produced in a foreign country on said list.

Substitution of Eligible Securities. Substitution of Eligible Securities, hereinafter defined, for any moneys of the Contractor withheld by the District to ensure performance under the contract may be

permitted pursuant to and in accordance with Section 22300 of the California Public Contract Code. The term "Eligible Securities", as used herein, mean and include the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of the contractor, Eligible Securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the contractor upon satisfactory completion of the contract. The contractor shall be the beneficial owner of any Eligible Securities substituted for moneys withheld and shall receive any interest thereon.

**Dated: June 2011**

SANTA MARIA PUBLIC AIRPORT DISTRICT